
**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	CRIMINAL COMPLAINT
	:	
v.	:	
	:	
AHMAD KILFAT	:	Mag. No. 01-
	:	

I, Marc Leshnower, being duly sworn, state the following is true and correct to the best of my knowledge and belief. On or about August 31, 2001, in Hudson County, in the District of New Jersey and elsewhere, defendant AHMAD KILFAT did:

SEE ATTACHMENT A

In violation of Title 18, United States Code, Sections 1343 and 2.

I further state that I am a Special Agent of the United States Secret Service and that this complaint is based on the following facts:

SEE ATTACHMENT B

Continued on the attached page and made a part hereof.

Marc Leshnower, Special Agent
United States Secret Service

Sworn to before me and subscribed in my presence,
on this ___ day of November, 2001, in Newark, New Jersey

HONORABLE RONALD J. HEDGES
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

ATTACHMENT A

On or about August 31, 2001, at Jersey City, in Hudson County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, defendant AHMAD KILFAT knowingly and willfully transmitted and caused to be transmitted in interstate commerce by means of wire communications certain signs, signals and sounds, namely: a request for credit authorization from a business vendor in Jersey City, New Jersey to a credit card company in Tempe, Arizona and a purchase approval from a credit card company in Tempe, Arizona to a business vendor in Jersey City, New Jersey.

In violation of Title 18, United States Code, Sections 1343 and 2.

ATTACHMENT B

I, Marc Leshnower, a Special Agent of the United States Secret Service, having conducted an investigation and having spoken with other individuals, have knowledge of the following facts:

1. On or about June 6, 2001, defendant AHMAD KILFAT applied for a Chase MasterCard. On his application, KILFAT listed 73 Tulip Street, Second Floor, Passaic, New Jersey, as his home address. Chase received the application, via mail, on or about June 15, 2001. On or about June 15, 2001, KILFAT was issued a Chase MasterCard, account number 5491 0482 5046 3860 ("the Chase card"), and was given a credit limit of approximately \$7,800.

2. On or about August 29, 2001, defendant AHMAD KILFAT's outstanding balance on his Chase card was approximately \$16,143.82, even though his credit limit at the time was still approximately \$7,800. On or about August 30, 2001, KILFAT made three separate payments purportedly to be applied to his Chase card account, all of which were by checks ("the three checks") from his Hudson United Bank ("HUB") account located in New Jersey. These three checks totaled approximately \$14,700. Pursuant to Chase policy, the three checks cleared for purposes of KILFAT's Chase card on or about August 31, 2001, even though they had not cleared HUB.

3. On or about August 31, 2001, defendant AHMAD KILFAT charged approximately \$6,850 to his Chase card. This additional charge was incurred at a business establishment in Jersey City, New Jersey. When KILFAT incurred this charge, the vendor sought approval via a wire communication from his store to Chase in Tempe, Arizona. Chase notified the vendor that this charge was approved via a second wire communication from Tempe, Arizona to the vendor in Jersey City, New Jersey. Had KILFAT not submitted the three checks, he would not have been permitted to incur this additional charge on his Chase card.

4. From on or about September 6, 2001 through September 11, 2001, each of the three checks were returned for insufficient funds. As a result, Chase froze defendant AHMAD KILFAT's credit card account on or about September 17, 2001. At the time his Chase card was frozen, KILFAT's outstanding balance was approximately \$23,120.90. Other than a single \$150 payment made on or about July 23, 2001, KILFAT has not made any actual payments on his Chase card balance since the card was issued on or about June 15, 2001.

5. On or about September 13, 2001, members of the Elizabeth police department stopped three individuals traveling in a red Pontiac for a traffic violation in Newark, New Jersey. Defendant AHMAD KILFAT was driving the vehicle. Defendant AHMAD KILFAT consented to a search of the vehicle and a search of his wallet. In KILFAT's wallet, Elizabeth officers discovered, approximately twelve credit cards in his name, including the Chase card. Additionally, a total of approximately \$11,641 in cash was recovered from a briefcase in his vehicle and from his person. Documents recovered from the vehicle, including corresponding credit card statements and correspondence, as well as correspondence from HUB, revealed that KILFAT had run up substantial balances on several of these credit cards and had forwarded numerous checks to the credit card companies that were returned for insufficient funds.

6. In a subsequent statement to law enforcement officers, defendant AHMAD KILFAT admitted, in substance and in part, that: (a) the credit cards in his wallet were his; (b) the approximately \$11,641 in cash that was recovered belonged to him; and (c) this cash came from cash advances on his credit cards.

7. The investigation to date has revealed that for approximately 7 of those credit cards, defendant AHMAD KILFAT endorsed approximately 18 checks drawn on his HUB account to pay down the balances on those cards. These checks, which were dated from approximately August 24, 2001 through approximately September 1, 2001, and which totaled approximately \$46,099.46, were all returned for insufficient funds. Additionally, from on or about August 16, 2001 through approximately September 5, 2001, KILFAT endorsed a total of approximately 12 other checks on his HUB account, all of which KILFAT endorsed without sufficient funds to cover them. These 12 checks totaled approximately \$27,420.24. KILFAT was the only person authorized to write checks on his HUB account. During the entire time period from approximately August 16 through approximately September 1, 2001, when these approximately 30 checks were endorsed, KILFAT had a negative balance on his HUB account. Additionally, during that same time period, no deposits were made to the HUB account.